

Henderson Municipal Court

Revised & Re-Submitted to the Supreme Court on July 23, 2018

In response to the Supreme Court Order dated January 4, 2008 titled, "IN THE MATTER OF THE REVIEW OF ISSUES CONCERNING REPRESENTATION OF INDIGENT DEFENDANTS IN CRIMINAL AND JUVENILE DELINQUENCY CASES"

The Henderson Municipal Court (Court) hereby submits the following Revised Administrative Plan for the selection of attorneys to represent Indigent Misdemeanor Defendants and the process for the determination of a Defendant's Indigence:

FILED

JUL 24 2018

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

Indigent Defense Administrative Plan

1. The Henderson Purchasing Division of the Finance Department in collaboration with the Henderson City Attorney's Office, Civil Division and the Court will issue a Request for Proposal (RFP) for the representation of indigent defendants for all matters before the Court.
 - a) Public Attorney Contracts will be offered separately for each Court department. An applicant may submit proposals for each Department; however, successful proposers will not be awarded a contract for more than one Department.
 - (1) Contract will be awarded at a Base annual amount as determined by the Henderson City Council.
 - (2) The City of Henderson (City) reserves the right to negotiate an extension of the contract with successful proposer(s) for one (1) additional two-year option term.
 - (3) The Contract Administrators reserve the option to extend the term of the contract for any renewal term for an additional ninety (90) calendar days from its expiration for any reason.

2. The City will establish an Evaluation Committee which will hold the responsibility of reviewing all responses, conducting any interviews, and ranking the proposers. Based on the Evaluation Committee's review of the initial proposals, the City may recommend award to City Council; establish a "short list," or competitive range; or reject all proposals.
 - a) Proposals will be evaluated based on the thoroughness of responses, including the quality of past work. This includes, but is not limited to:
 - (1) Demonstrated applicable knowledge and prior experience of law firm and attorneys
 - (2) Administrative Plan
 - (3) Demonstrated ability of the firm to fulfill the services requested
 - (4) Firm's reputation, bar complaints, and references
 - (5) Background check results
 - b) Court/judicial input relative to potential conflicts of interest, may be provided prior to the selection committee's review, however, no judicial pre-empt and/or veto of any selection is permitted.
 - c) The City reserves the right to award to the proposer best suited to the City's needs based on the evaluation of the initial proposals as submitted, with or without interviews/presentations/site

visits or any other reviews. The recommendation of award will be presented to the Henderson City Council for approval of the selection.

- d) Any termination of counsel under this Administrative Plan shall be the sole responsibility of the Henderson Municipal Court Administrator who shall be the Public Defender Contract Administrator.
3. Purchasing Division of the City's Finance Department will have responsibility for some Administrative functions including:
 - a) Establishing the Scope of Work and Issuing the Request for Proposals.
 - b) Conducting initial review/interview of all applicant firms to ensure they meet all basic criteria (as established by the Supreme Court Order and Court) before submitting all qualified applicants to the independent "Evaluation Committee".
 - c) Writing and Issuing Public Attorney contract(s) and ensuring that all mandated licenses, proof of insurance, etc., are obtained.
 4. Public Defender Services Contract Administrator will be the Municipal Court Administrator and will have responsibility of the following Administrative functions:
 - a) Ensuring that all individual indigent defense attorneys employed by the firm(s) awarded a Public Attorney contract meet all Court and Supreme Court Order eligibility criteria both at contract issuance and throughout term of contract.
 - b) Conducting periodic "audits" to ensure contract compliance.
 - c) Ensuring invoices are processed and forwarded to the Finance Department for payment.
 5. Minimum Qualifications for Attorneys/Firms awarded a contract:
 - a) Insurance:
 - (1) General Liability: \$1M per occurrence for bodily injury and \$2M in the aggregate and \$1M per occurrence for property damage and \$2M in the aggregate.
 - (2) Automotive Liability: \$1M combined single limit for bodily injury and property damage for each occurrence.
 - (3) Professional Liability Insurance (Errors and Omissions): \$1M per occurrence and \$2M aggregate.
 - (4) Workers' Compensation: In a form acceptable to the State of Nevada Insurance Commissioner, Full Nevada statutory limits, and, Employer's Liability of \$1M per occurrence, per accident for bodily injury or disease.
 - b) Experience- At least three (3) years of criminal law trial experience.
 - c) Each Public Defender and Alternate Public Defender shall possess a valid Nevada Driver's License. Alternate Public Defenders cannot be designated as the alternate for more than one department.
 - d) Each firm utilized in performing the services set forth herein must possess a current City of Henderson business license.
 - e) Must have an established place of business and telephone services in Clark County independent of the City, and adequate to perform the services. The City will provide an office space only while performing Public Defender services onsite.

- f) All attorneys must be licensed in the State of Nevada, a member in Good Standing with the Nevada State Bar, authorized to practice law in the City of Henderson Municipal Court, the Eighth Judicial District Court, and the Nevada Supreme Court, and have sufficient experience and ability to competently represent indigent defendants.
 - g) Administrative plan to be submitted as part of application process to satisfy the requirements set forth in the Request for Proposal. The Administrative Plan must provide details describing how the Proposer intends to ensure coverage of services, if awarded a Contract.
 - h) List of all attorneys who will practice in the courtroom submitted and approved by the selection committee as part of application process.
 - i) Changes to approved attorney list supporting the contract must be approved by the Contract Administrator via submission of the *Additions / Deletions Alternate Public Defender Form*.
 - (1) The form must be submitted no later than five (5) business days after the first date the attorney provides Public Defender Services.
 - (2) Newly identified Public Defenders shall submit their fingerprints to the City's Human Resources Department within four (4) business day for a background check.
6. Scope of Work to be included in the Request for Proposal will:
- a) Include full professional defense for all defendants entitled to indigent representation.
 - b) Assure compliance with all Supreme Court Orders and Performance Standards relative to the representation of indigent defendants.
 - c) Include a communication plan, to be approved by the Court, detailing how the Public Defender will remain responsive to the public, defendants, the City and courts during normal business hours.
 - d) Include a Monthly Report Form for submittal by the Public Defender to the Court.
 - e) Include the Public Defender may attend Specialty Court hearings (for an additional fee; additional training may be required), conferences and activities in the Department assigned to full support and defend indigent defendants sentenced to such Municipal Court programs.
 - f) Establish that upon termination of a Public Attorney contract for any reason, the contracted attorney is to release all records, attorney notes, photos, electronic materials and discovery essential to a defendant's defense to the custody of the Henderson Municipal Court Administration in a timely manner, subject to audit, control and dissemination by the Contract Administrator.
7. Force Majeure
- a) In the event that the Public Defender cannot timely perform Services or that the City cannot timely fulfill its obligations under the Agreement, due to fire, flood, storm, earthquake or in the event that any casualty of unforeseen circumstances including but limited to strikes, labor disputes, war, acts of vandalism, destruction, public disobedience, terrorism, or the action of civil or military authorities, this Agreement may be delayed by the City or the Public Defender. The time for delay shall be reasonable and agreed upon by both parties.

Henderson Municipal Court Plan for the Determination of Indigence*

- The *Application for Public Defender* form is provided to each offender facing a possible jail sentence either by NRS requirement or City Attorney's request along with the criminal complaint and admonishment of rights form. (Exhibit A)
- Prior to the offender's arraignment, the Public Defender reviews the arrest report and offer from the City Attorney. The PD will then speak with offender individually, reviewing and advising the offender of their rights under the law, and conveying the City's offer.
- If the offender wishes to accept the offer and enter a plea, the judge will canvass the offender about their rights; and, the Public Defender will represent them through sentencing.
- If the offender wishes to enter a Not Guilty plea and have the matter set for trial; the judge reviews the completed application and appoints the Public Defender as counsel for the individual (with no fee) if the indigence guidelines are met.
- HHS Poverty Guidelines are updated annually and used to determine indigency.
- Public Defenders are present at all criminal arraignment and criminal trial calendars.

*Exhibit A below:

HENDERSON MUNICIPAL COURT APPLICATION FOR PUBLIC DEFENDER

****ENTIRE FORM MUST BE COMPLETED****

TODAY'S DATE: ____ / ____ / ____

FULL NAME (First, Middle, Last): _____

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

DOB: ____ - ____ - ____ SOCIAL SECURITY #: ____ - ____ - ____

PHONE #: (____) ____ - ____ TYPE: HOME / CELL / WORK

PHONE #: (____) ____ - ____ TYPE: HOME / CELL / WORK

ARE YOU A VETERAN OR ACTIVE DUTY MEMBER OF THE U.S. MILITARY? YES / NO

HOW LONG HAVE YOU LIVED IN CLARK COUNTY? _____ YEARS _____ MONTHS

HOW MANY PEOPLE LIVE IN YOUR HOUSEHOLD? _____ ADULTS _____ CHILDREN

ARE YOU PRESENTLY EMPLOYED? YES / NO NAME OF EMPLOYER: _____

TOTAL HOUSEHOLD INCOME PER MONTH (FROM ALL SOURCES): \$ _____

DO YOU OWN OR RENT YOUR HOME? RENT OWN

MONTHLY EXPENSES:

RENT/MORTGAGE:	\$ _____
UTILITIES:	\$ _____
CAR PAYMENT:	\$ _____
CHILD CARE/SUPPORT:	\$ _____
INSURANCE:	\$ _____
FOOD:	\$ _____
MEDICAL:	\$ _____
OTHER EXPENSES:	\$ _____
 TOTAL ESTIMATED MONTHLY EXPENSES:	 \$ _____

UNDER THE PENALTY OF PERJURY, I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:

SIGNATURE

Information collected pursuant to NRS 179A.075

FOR OFFICIAL USE ONLY

COURT CASE #(s): _____ HPD DR#: _____

CHARGES: _____

_____ QUALIFIES FOR PUBLIC DEFENDER

_____ DOES NOT QUALIFY FOR PUBLIC DEFENDER

TRIAL DATE: ____ / ____ / ____ AT 10:00 A.M. IN DEPARTMENT 1 2 3 4 5

¹ A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.